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04011

## WW Engineering & Science

Governmental Services Division • Environmental Services Division  
Facilities Engineering & Construction Management Division  
Environmental Laboratory Division

5555 Glenwood Hills Pkwy SE • Grand Rapids, MI 49588-0874 • (616) 942-9600



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### Facsimile Transmission Leadsheet

Date: June 11, 1992

Leadsheet + 2 Page(s)

Name of Sender: Carl Malsam

Company: WWES Department: \_\_\_\_\_

Project No.: 04000.30

FAX Number: (616) 942-6499

Name of Recipient: JIM WHITE

Company: Mika-Meyer Department: \_\_\_\_\_

FAX Number: 459-8065 Phone Number: \_\_\_\_\_

Subject: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Initials of Sender: One Date: 6/11



## **Weidener Surveying & Mapping P.A.**

**10418 N.W. 31 Terrace  
Miami, Florida 33172  
(305) 599-6381 • Fax 599-2797**

3 June 1992

Carl A. Malson  
Arcs Program Manager  
**WW Engineering and Science, Inc.**  
5555 Glenwood Hills Parkway SE  
P.O. Box 874  
Grand Rapids, Michigan 49588-0874

Re: Albion-Sheridan Township  
Landfill Site  
USEPA ARCS Contract No.: 68-W8-0079

Dear Mr. Malson:

Weidener Surveying and Mapping P.A. (WSM) hereby protests your "bid" on the above captioned project. Being a USEPA project, it is subject to the "*BROOKS BILL*" which mandates qualification based selection of A/E services, including surveying. "Bidding" is, simply, illegal.

Also, we find your requirement for bid security to be particularly distasteful. We are professionals in a closely allied field - we should not be treated like common building contractors subjected to the lowest common denominator. As engineers, you have the expertise to select the most qualified subconsultants. To sink so low as to let price dictate to you is not professionally acceptable.

Sincerely,  
**WEIDENER SURVEYING AND MAPPING P.A.**

James P. Weidener, PLS  
Vice President

cc: USEPA  
American Congress on Surveying and Mapping, Government Affairs

win6.brooks.let

Contracting Officer. Such agreements shall be effective for a period of ten (10) years commencing with the effective date of the contract.

#### H. 18 CONTRACTOR ACCOUNTING SYSTEM

The contractor shall employ an accounting system for this contract to identify and record site specific costs on a site specific activity basis in accordance with Attachment F, "Annual Allocation Requirements For Site-Specific Superfund Contractors," February 1986. Site specific cost documentation must be readily retrievable and sufficiently identifiable to enable crossreferencing with payment vouchers for purposes of cost recovery litigations.

#### H. 19 EXPERT TESTIMONY

From time to time, the Government may have the need for expert testimony during enforcement proceedings for a given site where the Contractor provided services. Such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the contractor took at a site. In the event such services are required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

#### H. 20 SUBCONTRACTOR SELECTION PROCEDURES

The contractor shall select subcontractors for program management, construction management, architectural and engineering, surveying and mapping, and related services in accordance with title IX of the Federal Property and Administrative Services Act of 1949. Such procedures are required by Section 119 of the Superfund Amendments and Reauthorization Act of 1986 and shall apply only to subcontracts in support of the Superfund Program.

#### H. 21 RETENTION AND AVAILABILITY OF CONTRACTOR FILES

(a) This contract contains the Federal Acquisition Regulation Clause 52.215-2 "AUDIT-NEGOTIATION (APR 1984) wherein the contractor is required to maintain and make available to the Contracting Officer or his/her representative in accordance with FAR Subpart 4.7 "Contractor Records Retention" at its office, at all reasonable times, the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit, or reproduction.